

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**Caption in Compliance with D.N.J. LBR 9004-1(b)**

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In Re:

Gregory Dziuba and Dorothy J. Dziuba

Debtors.

Case No.: 22-17182Judge: VFPChapter: 13**CHAPTER 13 DEBTOR'S CERTIFICATION IN OPPOSITION**

The debtor in this case opposes the following (**choose one**):

1. Motion for Relief from the Automatic Stay filed by _____, creditor,

A hearing has been scheduled for _____, at _____.

Motion to Dismiss filed by the Chapter 13 Trustee.

A hearing has been scheduled for _____, at _____.

Certification of Default filed by Chapter 13 Standing Trustee,

I am requesting a hearing be scheduled on this matter.

2. I oppose the above matter for the following reasons (**choose one**):

Payments have been made in the amount of \$ _____, but have not been accounted for. Documentation in support is attached.

Payments have not been made for the following reasons and debtor proposes repayment as follows (**explain your answer**):

Other (**explain your answer**):

Attached is the listing agreement for my mother's home. The proceeds from the sale will fund my chapter 13 plan.

3. This certification is being made in an effort to resolve the issues raised in the certification of default or motion.
4. I certify under penalty of perjury that the above is true.

Date: June 6, 2024

/s/ Gregory Dziuba
Debtor's Signature

Date: June 6, 2024

/s/Dorothy J. Dziuba
Debtor's Signature

NOTES:

1. Under D.N.J. LBR 4001-1(b)(1), this form must be filed with the court and served on the Chapter 13 Trustee and creditor, if applicable not later than 7 days before the date of the hearing if filed in opposition to a Motion for Relief from the Automatic Stay or Chapter 13 Trustee's Motion to Dismiss.
2. Under D.N.J. 4001-1 (b)(2), this form must be filed with the court and served on the Chapter 13 Trustee and creditor, if applicable not later than 14 days after the filing of a Certification of Default.



REAL ESTATE LISTING/COMMISSION AGREEMENT
NEWMLS, L.L.C. d/b/a GARDEN STATE MULTIPLE LISTING SERVICE, L.L.C.

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1. THE FOLLOWING TERMS ARE DEFINED AND, WHEN MENTIONED IN THIS AGREEMENT, SHALL MEAN:

"Service" or "GSMLS": GARDEN STATE MULTIPLE LISTING SERVICE, L.L.C.

"Owner(s)", "Seller/Landlord" or "you" Irene Tuminski

Owner's Address 17 Bond St Wallington, NJ 07057

Owner's Tel# _____ Email _____

"Property" 17 Bond St Wallington, NJ 07057

"Listing Broker" Jeffrey Kist

Broker's Address 28 Valley Rd #1
Montclair, NJ, 07042

LB Tel# _____ Fax# _____

"Listing Price" SALE \$ 500,000

RENTAL \$ _____

2. TERM OF AGREEMENT: From "Commencement Date" 6/6/2024 to "Expiration Date" 12/6/2024

3. DISCLOSURE OF BUSINESS RELATIONSHIP:

I, Daniel Vines as an authorized
(Name of Licensee)

representative of EXY
(Name of Listing Broker)

intend, as of this time, to work with you as: (Check only one line)

Seller's / Landlord's Agent only (SA)

Seller's / Landlord's Agent and Disclosed Dual Agent if the opportunity arises (DD)

Transaction Broker (TB)

4. OFFER OF COOPERATION / COMPENSATION:

SALE: The Seller authorizes and the Listing Broker offers Cooperation / Compensation as follows: (Check and Complete Appropriate Line(s))

TO: SUBAGENTS: YES: @ Compensation NO: Cooperation

TO: BUYER BROKERS: YES: @ 2.5% - 250 NO: Cooperation

TO: TRANSACTION BROKERS: YES: @ 2.5% - 250 NO: Cooperation

RENTAL: The Landlord authorizes and the Listing Broker offers Cooperation / Compensation as follows: (Check and Complete Appropriate Line(s))

TO: SUBAGENTS: YES: @ Compensation NO: Cooperation

TO: TENANT BROKERS: YES: @ Compensation NO: Cooperation

TO: TRANSACTION BROKERS: YES: @ Compensation NO: Cooperation

5. The "Commission" shall be as follows:

The "Sale Commission:" 5%

The "Rental Commission:" _____

If this Listing/Commission Agreement is for the sale of the Property only, Owner agrees not to list the Property for rental with any other Broker during the term of this Listing/Commission Agreement. If this Listing/Commission Agreement is for the rental of the Property only, Owner agrees not to list the property for sale with any other Broker during the term of this Listing/Commission Agreement.

6. Keybox. Owner does _____ does not authorize the Listing Broker to place a GSMLS Keybox on the Property to aid in the showing of the Property.

7. COMMISSION SPLITS. LISTING BROKERS USUALLY COOPERATE WITH OTHER BROKERAGE FIRMS BY SHARING INFORMATION ABOUT THEIR LISTINGS AND OFFERING TO PAY PART OF THEIR COMMISSION TO THE FIRM THAT PRODUCES A BUYER. THIS IS GENERALLY REFERRED TO AS THE "COMMISSION SPLIT".

SOME LISTING BROKERS OFFER TO PAY COMMISSION SPLITS OF A PORTION OF THE GROSS COMMISSION, USUALLY EXPRESSED AS A PERCENTAGE OF THE SELLING PRICE, LESS A SIGNIFICANT DOLLAR AMOUNT. OTHER LISTING BROKERS OFFER A PORTION OF THE GROSS COMMISSION LESS ONLY A MINIMAL LISTING FEE OR LESS ZERO.

THE AMOUNT OF COMMISSION SPLIT YOUR BROKER OFFERS CAN AFFECT THE EXTENT TO WHICH YOUR PROPERTY IS EXPOSED TO PROSPECTIVE BUYERS WORKING WITH LICENSEES FROM OTHER BROKERAGE FIRMS.

ON THIS LISTING, THE BROKER IS OFFERING A COMMISSION SPLIT OF 2.5% MINUS 250 TO POTENTIAL COOPERATING BROKERS.

IF YOU FEEL THAT THIS MAY RESULT IN YOUR PROPERTY RECEIVING LESS THAN MAXIMUM EXPOSURE TO BUYERS, YOU SHOULD DISCUSS THOSE CONCERN WITH THE LISTING SALESPERSON OR HIS/HER SUPERVISING BROKER.

BY SIGNING THIS LISTING AGREEMENT THE OWNER(S) ACKNOWLEDGE HAVING READ THIS STATEMENT ON COMMISSION SPLITS.

8. PAYMENT OF THE COMMISSION FOR SALE/LEASE, AGENCY ARRANGEMENTS. The Owner agrees to pay the Listing Broker (or as the Listing Broker may direct) the Commission if the Property is sold, leased, exchanged or otherwise transferred by/through the Listing Broker, or through any other source (including the direct sale/lease by the Owner) before the Expiration Date.

The Commission shall be earned when a ready, willing and able Buyer/Tenant is produced and shall be paid at the time of the transfer of the Property or signing of the lease. By signing this Agreement the Owner instructs the title agent/attorney to pay the Commission at such time. In the event the Property is sold to the Tenant during the term of its Tenancy, the Sale Commission shall be paid by the Owner to the Listing Broker if sold to the Tenant by _____.

(CONTRACTUAL PROVISIONS ARE CONTINUED ON THE REVERSE SIDE OF THIS PAGE, PLEASE REVIEW)

Listing Agent <u>1072292</u> (L.S.) <u>Daniel Vines</u> (Print Name)	Owner: <u>Irene Tuminski</u> (L.S.) Date: <u>6/6/2024</u>
LAID # <u>308092</u>	Owner: _____ (L.S.) Date: _____
Accepted By: Authorized Representative (L.S.) <u>Jeffrey Kist</u> (Print Name)	Owner: _____ (L.S.) Date: _____
Broker ID #	Owner: _____ (L.S.) Date: _____

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The Listing Broker agrees that the Commission may be shared with any Broker who assists Listing Broker in causing a sale, lease, exchange or transfer of the Property as indicated in the offer of Cooperation/Compensation Box.

In the event the Commission due the Listing Broker from the Owner is not paid per the terms of this Agreement, the Owner agrees to pay all expenses, including reasonable attorney's fees incurred by the Listing Broker, relating to the collection of the Commission.

9. COMMISSION OR FEE DISCLOSURE.

"AS SELLER YOU HAVE THE RIGHT TO INDIVIDUALLY REACH AN AGREEMENT ON ANY FEE, COMMISSION, OR OTHER VALUABLE CONSIDERATION WITH ANY BROKER. NO FEE, COMMISSION OR OTHER CONSIDERATION HAS BEEN FIXED BY ANY GOVERNMENTAL AUTHORITY OR BY ANY TRADE ASSOCIATION OR MULTIPLE LISTING SERVICE." Nothing herein is intended to prohibit an individual Broker from independently establishing a policy regarding the amount of fee, commission or other valuable consideration to be charged in transactions by the Broker.

10. GRANT OF EXCLUSIVE RIGHT TO SELL, LEASE, EXCHANGE OR OTHERWISE TRANSFER AND TO MULTIPLE LIST PROPERTY.
In consideration of the Listing Broker listing and endeavoring to find Buyers/Tenants for the Property at the Listing Price, OWNER (or their legally authorized representative) grants the Listing Broker the exclusive right to sell, lease, exchange or otherwise transfer the Property, at the Listing Price and on the terms as stated in this Agreement, or upon such other price and/or terms as may be acceptable to the Owner. The Listing Broker is directed by the Owner to list the Property with the Service and to distribute this listing to Service participants.

11. BROKER PROTECTION

Owner agrees to pay the Listing Broker the Commission if the Owner, acting on the Owner's own behalf, within 180 days after the Expiration Date conveys or agrees to convey the Property to any Buyer shown the Property by the Listing Broker or any person during the term of this Listing Agreement. This clause shall not apply if the property has been listed by the Owner with another broker by written agreement.

12. OWNER(S) LIABILITY.

The OWNER(S) hold harmless and indemnify the Listing and Cooperating Brokers against loss or damage resulting directly from any condition of the Property not disclosed to the Listing Broker or from the Owner's use of or acts in the showing and inspection of the Property.

13. OWNERSHIP, LIENS AND MORTGAGES.

The Owner(s) represent that they are the sole owner(s) of the Property, the Owner(s) have the legal right to sell or lease the Property, and that to the best of their knowledge they have Marketable Title to the Property. The Owner(s) further represent that after a sale at the Listing Price there will be sufficient proceeds to discharge all liens and encumbrances and to pay the Commission stated in this Agreement.

14. NO ENVIRONMENTAL HAZARDS.

The Owner(s) are not aware of any environmental hazards relating to the Property, or proceedings regarding such hazards which are now pending or threatened with regard to the Property.

15. SIGN AUTHORIZATION.

The Owner authorizes the Listing Broker to place a real estate sign on the Property. The Owner agrees not to place Owner's or any other "For Sale/For Lease" sign on the Property during the term of this Agreement.

16. REFERRING INTERESTED BUYERS TO LISTING BROKER/NEGOTIATIONS THROUGH LISTING BROKER.

The Owner shall refer to the Listing Broker every prospective Buyer/Tenant who contacts the Owner during the term of this Agreement. The Owner directs that all negotiations for the purchase or lease of the Property shall be conducted through the Listing Broker.

17. NOT CURRENTLY LISTED.

The Owner represents that the Property is not currently listed with any other Broker.

18. ACCURACY OF INFORMATION.

The information contained in this Agreement and on the attached Listing Input Sheets has been furnished by the Owner who states it is correct to the best of Owner's knowledge and belief, and the compilation by the Broker for the Service is not to be deemed a representation as to the accuracy of the information provided.

19. ACKNOWLEDGMENT OF RECEIPT OF FULLY SIGNED AGREEMENT/LISTING INPUT SHEETS.

The Owner acknowledges that this Agreement has been read by the Owner and that Owner understands its contents. Owner has received a copy of this Agreement and the attached Listing Input Sheets, which are incorporated herein and made part of this Agreement. Owner acknowledges having read and approved the attached Listing Input Sheet(s) and represents that they are accurate.

20. ACKNOWLEDGEMENT OF RECEIPT OF THE CONSUMER INFORMATION STATEMENT ON NEW JERSEY REAL ESTATE RELATIONSHIPS.

Owner acknowledges receipt of a copy of the Consumer Information Statement on New Jersey Real Estate Relationships.

21. ACKNOWLEDGMENT OF RECEIPT OF THE NEW JERSEY ATTORNEY GENERAL'S SUMMARY OF THE NEW JERSEY LAW AGAINST DISCRIMINATION AND AGREEMENT TO ABIDE BY THE LAW.

The Owner acknowledges receipt of the New Jersey Attorney General's Summary of the New Jersey Law Against Discrimination, and further acknowledges that Owner has reviewed this Summary and agrees to abide by the terms and conditions of the Law Against Discrimination.

THIS FORM OF AGREEMENT FOR THE LISTING OF REAL ESTATE AND THE PAYMENT OF A COMMISSION FOR THE SALE AND / OR LEASE OF REAL ESTATE HAS BEEN APPROVED SOLELY FOR THE EXCLUSIVE USE OF BROKERS WHO PARTICIPATE IN THE GSMLS, LLC. ANY USE OF THIS AGREEMENT BY ANY PERSON NOT AUTHORIZED OR PERMITTED TO UTILIZE THE SERVICE IS EXPRESSLY PROHIBITED. THIS AGREEMENT MAY ONLY BE REPRODUCED WITH THE WRITTEN CONSENT OF THE SERVICE.